CONSTITUTIONAL LAW—COMPULSORY SERVICE ON HIGHWAYS.—Plaintiff in error had been convicted in Florida for violation of a statute requiring of each able-bodied citizen of certain ages, six days work on the highway, with the alternative of paying three dollars to the county treasurer. Plaintiff contended that this statute imposed involuntary servitude upon him contrary to the thirteenth amendment. The court, however, *held* that work upon the highway was part of the duty which one owes to the state. *Butler* v. *Perry*, 36 Sup. Ct. 258, affirming same in 67 Fla. 405, 66 So. 150.

The constitution secures to the individual liberty and freedom from involuntary servitude. But liberty is not absolute. It is enjoyed subject to government, which may limit its absolute character in order to secure to other members of the community the same liberty, or in order to perpetuate the government itself. Work upon public roads has from immemorial time been regarded as a necessary duty from the citizen to the state. It is no doubt a restriction upon liberty, but it is necessary to the existence of the government which protects the remainder of the liberties guaranteed. Services in the army and on juries is of a like character. The practice has been sustained by the cases. *In re Dassler*, 35 Kan. 678; *Dennis* v. *Simon*, 51 Oh. St. 233.

CONSTITUTIONAL LAW—EXTENSION OF TERM OF OFFICE BEYOND CONSTITUTIONAL LIMIT.—Quo warranto on the relation of Smallwood to try the title of Windom to the office of municipal judge of Duluth, relator claiming title by appointment and respondent by virtue of a hold-over provision of the municipal court act. Windom was elected to the office in February, 1912, for a term of three years. In 1913 the legislature extended the term of the office to four years, providing for an election in April, 1915, and further providing that the then incumbent should continue in office until the election and qualification of his successor. At this election Smallwood won over Windom but the preferential system of voting used was held unconstitutional in *Brown* v. *Smallwood*, 130 Minn. 492, 153 N. W. 953, 14 MICH. LAW REV. 74. Shortly afterward the Governor appointed Smallwood on the theory that the office was vacant. The Constitution limited the term of office of a municipal judge to seven years. If Windom were allowed to hold over as he claimed, his term would extend beyond that fixed by the Constitution, and he would serve seven years and two months. The question was whether the hold-over provision, providing for a term in excess of the constitutional period, was altogether void or void only as to the excess. *Held*, that the hold-over provision was unconstitutional so that the whole term created by it ceased to exist. *State ex rel. Smallwood* v. *Windom*, (Minn. 1916) 155 N. W. 629.

It seems quite clear that the legislature cannot extend an office beyond the constitutional term by a hold-over provision. *State* v. *Clark*, 87 Conn. 537; *Commonwealth* v. *Sheatz*, 228 Pa. 301, 77 Atl. 547. Yet where the legislature has created a longer term than the Constitution allows, the baffling question is whether the term is wholly void or void only as to the excess. In the instant case the majority of the court held that the provision for holding over was unconstitutional, and that the defeasible term which it created fell with it. HAL-

LAM, J., dissented from this ruling and held that the hold-over provision was void only as to the excess. If the act had provided for a term in excess of the constitutional limit, for example a term of eight years—one year beyond that fixed by the Constitution—then according to most cases the act would be void only as to the excess of the term. *Sinking Fund Com.* v. *George,* 104 Ky. 260, 47 S. W. 779; *State* v. *Long,* 21 Mont. 26; *State ex rel.* v. *Bates,* 108 Minn. 55; *People* v. *Perry,* 79 Cal. 105, 21 Pac. 423; *Lewis* v. *Lewelling,* 53 Kan. 201; 29 CYC. 1396. The writer is unable to distinguish between the majority opinion and the cases cited supra.

CONSTITUTIONAL LAW—IMPAIRMENT OF OBLIGATION OF CONTRACT.—The town of Warwick had been authorized to issue bonds to be secured by a sinking fund annually to be increased by taxation. A statute of 1913 provided for the division of the town of Warwick into two towns and for a commission to make the division; it also provided that all duties and liabilities of the old town were to remain intact, but the commission was to decide which town would be primarily liable. The commission, following this power, attempted to divide the sinking fund, already accumulated, between the two towns, and apportioned the liability on the bonds in the same proportion. No express provision was made for future additions to the fund. It was *held* that this action of the commission impaired the obligation of the contract of the bond-holders. "The security of the bond-holders required the safe-guarding of that portion of the sinking fund already accumulated and also required that there should be adequate legislation providing for a suitable annual addition to such fund." *Town of Warwick* v. *Rhode Island Hospital Trust Co.,* (R. I. 1916) 96 Atl. 508.

In this case the validity of the contract is not affected, but the certainty of recovering on the bonds, their security, is said to be lessened. The court argues that each bond-holder has the right to look to an undivided and entire fund for the payment of his bond, and that when the fund is divided his security is less than before. The argument which might be opposed to this is that the bonds were also apportioned between the towns, and bond for bond the security was as great as before the division. In case of default the bond-holder would not draw upon the entire fund, but he would receive his proportionate share of it. If now it is held by two parties instead of by one, his probable proportionate share is not diminished. But the court placed special emphasis on the feature of having an undivided fund and this under a single management. The court also pointed out that the division was defective in not providing for future accumulations, and this point is perhaps more important. The bond-holder should be secured not only by the existing fund, but also by additions to be made annually. Yet it might have been maintained that the delegation of the liability on the bond, carried, by implication, the obligation to add annually to the sinking fund. If we could assume that in reality the security of the bond-holders was lessened the case is supported by *Van Hoffman* v. *Quincy,* 4 Wall. 535, 18 L. Ed. 403; *Green* v. *Biddle,* 8 Wheat. 84, 5 L. Ed. 547; *Louisiana* v. *Pilsbury,* 105 U. S. 278, 26 L. Ed. 1090; *Mount Pleasant* v. *Beckwith,* 100 U. S. 514, 25 L. Ed. 699.